

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOCAGEN INC.		10/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC, AS COLLATERAL AGENT		
Street Address:	133 NORTH FAIRFAX STREET		
City:	ALEXANDRIA		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88118013	SEEKFUZA	
Serial Number:	88117990	AMISYNKA	
Serial Number:	88117965	VOCIRRVA	
Serial Number:	88117944	TOCFUSO	
Serial Number:	88117896	TOKIRYK	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	030690.000071		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	11/04/2019		

CH \$140.00 88118013

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 31, 2019, by and among **OXFORD FINANCE LLC**, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender and **SILICON VALLEY BANK**, a California corporation with an office located at 3003 Tasman Drive, Santa Clara, CA 95054 (“**Bank**” or “**SVB**”) (each a “**Lender**” and collectively, the “**Lenders**”), and **TOCAGEN INC.**, a Delaware corporation with offices located at 4242 Campus Point Ct., San Diego, CA 92121 (individually and collectively, jointly and severally, “**Grantor**”).

RECITALS

A. The Lenders agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among the Collateral Agent, Lenders and Grantor dated as of May 18, 2018 (as amended, supplemented or otherwise modified from time to time, including, but without limitation, by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of August 3, 2019, and that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of October __, 2019, the “**Loan Agreement**”; capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral (as defined below) to secure the obligations of Grantor under the Loan Agreement.

B. Grantor has already granted to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, effective as of the date hereof, Grantor hereby grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered, or for which applications for registration or grant, as applicable, are pending, on the date hereof. Grantor hereby covenants to provide prompt notice of (A) any material change in the composition of the Intellectual Property, and (B) any new Copyrights, Trademarks, Patents, or Mask Works of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Lenders under the Loan Agreement, and shall become effective upon the date hereof. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Intellectual Property Security Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Intellectual Property Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

4242 Campus Point Ct.,
San Diego, CA 92121
Attn:

TOCAGEN, INC.

By: 

Title: Chief Executive Officer

COLLATERAL AGENT:

Address of Collateral Agent:

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

OXFORD FINANCE LLC, AS COLLATERAL AGENT

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

TOCAGEN INC.

4242 Campus Point Ct.,
San Diego, CA 92121
Attn:

By: _____

Title: _____

COLLATERAL AGENT:

Address of Collateral Agent:

OXFORD FINANCE LLC, AS COLLATERAL AGENT

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

By:  _____

Title:

Colette H. Featherly
Senior Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None Identified		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Retroviral Vector Having Immune-Stimulating Activity	15/127,388	09/19/2016
Gene Therapy Vectors and Cytosine Deaminases	8,722,867	05/13/2014
Formulations of 5-Fluorocytosine and Uses Thereof	9,320,738	04/26/2016
Cancer Combination Therapy and Recombinant Vectors	9,642,921	05/09/2017
Compositions Comprising Gamma Retrovirus Vectors and Methods of Treating Proliferative Disorders	9,669,049	06/06/2017
Recombinant Vectors	9,732,326	08/15/2017
Formulations of 5-Fluorocytosine and Uses Thereof	9,889,133	02/13/2018
Producer Cells for Replication Competent Retroviral Vectors	10,316,333	06/11/2019
Cancer Treatment with Recombinant Vector	13/638,490	01/16/2013
Antisera Assays for MLV Related Viruses in Humans and Other Mammals	13/882,713	03/03/2014
Gene Therapy Vectors and Cytosine Deaminases	10,035,983	07/31/2018
Retroviral Vector with Mini-Promoter Cassette	14/438,564	04/24/2015
Immunosuppressive Components Associated with Retroviral Replicating Vectors	14/897,847	12/11/2015
Recombinant Vector with Stabilizing A-Loop	15/016,201	02/04/2016
Enhanced Cancer Treatment and Monitoring Using Recombinant Vectors	15/611,722	06/01/2017
Recombinant Vectors	10,407,666	09/10/2019
Recombinant Vectors	8,829,173	09/09/2014
Retrovirus Detection	9,663,834	05/30/2017
Recombinant Vectors Comprising 2A Peptide	15/757,292	03/02/2018
Formulations of 5-Fluorocytosine and Uses Thereof	15/891,243	02/07/2018
Gene Therapy and Cytosine Deaminases	16/044,472	07/24/2018
Gene Expression Patterns to Predict Responsiveness to Virotherapy in Cancer Indications	PCT US2016060725	11/04/2016

Recombinant Vectors Comprising 2A Peptide	PCT US2016049947	09/01/2016
A Retroviral Vector Having Immune-Stimulating Activity	PCT US2015022512	03/25/2015
Recombinant Vector with Optimized A-Bulge	PCT US2014049831	08/05/2014
Immunosuppressive Components Associated with Retroviral Replicating Vectors	PCT US2014042444	06/15/2014
Retroviral Vector with Mini-Promoter Cassette	PCT US2013066709	10/24/2013
Antisera Assays for MLV Related Viruses in Humans and Other Mammals	PCT US2011058457	10/28/2011
Enhanced Cancer Treatment and Monitoring Using Recombinant Vectors	PCT US2011058595	10/31/2011
Retrovirus Detection	PCT US2011044296	07/16/2011
Cancer Treatment with Recombinant Vector	PCT US2011030402	03/29/2011
Producer Cells for Replication Competent Retroviral Vectors	PCT US2010038996	06/17/2010
Gene Therapy Vectors and Cytosine Deaminases	PCT US2009058510	09/26/2009
Recombinant Vectors	PCT US2009058512	09/26/2009
Formulations of 5-Fluorocytosine and Uses Thereof	PCT US2009049322	06/30/2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SEEKFUZA	88/118,013	09/14/2018
AMISYNKA	88/117,990	09/14/2018
VOCIRVA	88/117,965	09/14/2018
TOCFUSO	88/117,944	09/14/2018
TOKIRYK	88/117,896	09/14/2018

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None Identified		